

**CONSTITUTION  
:: BY-LAWS ::  
RULES AND  
REGULATIONS**

OF THE

**Swift Current  
Builders' Exchange**



**SWIFT CURRENT  
MAY, 1913**

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# Constitution, By-Laws Rules and Regulations

OF THE

## Builders' Exchange

SWIFT CURRENT, SASK.

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T. FRANCIS      -      President

~~S. BARRACLOUGH~~, Secretary

*John MacIntosh*

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TELEPHONE No. 313

Box      -      -      268

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MAY, 1913

## OFFICERS

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President:

T. FRANCIS

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Vice-President:

J. MacWILLIAM

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Treasurer:

C. P. KITE

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Secretary:

~~S. BARRACLOUGH~~

*John M. Smith*

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Directors:

A. L. GILLSTROM

A. J. ELLIS

J. CLEMENTS

F. A. HUTCHINSON

P. J. O'NEIL

# CONSTITUTION

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## ARTICLE I.

### Name and Location

Sec. 1. The name and title of this Association shall be "The Swift Current Builders' Exchange."

Sec. 2. The location and place of business of this Association shall be in the City of Swift Current, Province of Saskatchewan.

## ARTICLE II.

### Objects

The objects of this Association shall be:

1. To join in one association all contractors, manufacturers, and dealers, of good repute, doing business in the city aforesaid, whose vocation connects them, wholly or generally, with the industry of building, either as employing contractors in any branch of the building business, or as manufacturers of or dealers in material used or employed in the erection of buildings or other structures, and who are not members of any journeymen's trade or labor union.

2. To establish and maintain among the individuals so associated a just and equitable system of dealing, and a uniformity in commercial usages by rules and regulations; to acquire, preserve and disseminate valuable information regarding the business in which they are severally engaged.

3. To procure (either by lease or purchase), furnish and maintain suitable rooms for the use of its members for meeting rooms, offices, and other purposes.

4. To establish and maintain a system of adjustment of all disputes or controversies which may arise between its members and their employees and other persons, and for that purpose to act in concert with similar organizations.

# BY-LAWS

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## ARTICLE I.

### Officers

Sec. 1. The officers of the Exchange shall be president, vice-president, secretary, and treasurer, all of whom, except the secretary, shall be chosen by a majority vote of the members present at the annual meeting in May of each year, and shall serve for one year, beginning with the annual meeting, or until their successors are elected and qualified. The secretary shall be appointed by the Board of Directors, subject to the approval of the Exchange.

Immediately upon the adoption of these by-laws there shall be elected five directors. It shall consist of two General Contractors, two Sub-Contractors, and one from the General Trades.

At the annual meeting in May of each year, there shall be chosen five directors for a term of one year to take the places of the five directors whose terms are to expire at that meeting.

In case of the resignation or death of any member of the Board of Directors, the vacancy thus arising shall be filled by election at the next regular meeting of the Exchange.

## Duties of the President

Sec. 2. It shall be the duty of the President to preside at all meetings of the Exchange; to see that the rules and regulations are strictly enforced; to call special meetings when he may deem it necessary, or upon the request of the Board of Directors, or upon the written request of seven members in good standing.

## Duties of Vice-President

Sec. 3. The Vice-President shall aid the President in the discharge of his duties, and in his absence shall preside in order of seniority. In the absence of President and Vice-President a chairman pro tem shall be chosen from the members present. He shall be ex-officio, a member of the Board of Directors.

## Duties of the Secretary

Sec. 4. The Secretary shall keep a record of the proceedings of all meetings of the Exchange, sign all orders or cheques for moneys voted by the Exchange, and perform all other duties usually devolving upon a secretary.

All cheques issued shall be signed by the President, Secretary and Treasurer.

He shall keep correctly the accounts between the exchange and its members, and other persons, in books provided for that purpose.

He shall collect and give receipts for all moneys due from any source,



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and pay same to the Treasurer at least once in each month, taking his receipt therefor.

He shall report at every regular meeting the amount and sources of all moneys received and the amount paid out and nature of disbursements.

He shall keep books in double entry, and so posted that the financial affairs of the Exchange and the accounts of each member can be ascertained at any time.

He shall assist the Board of Directors with the examination of the books and the affairs of the Exchange; shall act as secretary of the Board of Directors, keep a record of their proceedings, and shall perform such other duties as may be required by the President of the Board of Directors.

He shall give such bond as the Directors may from time to time require, the cost of procuring such bonds to be borne by the Exchange.

His compensation shall be fixed by the Directors, subject to the approval of the Exchange.

### Duties of the Treasurer

Sec. 5. The Treasurer shall receive and give receipts for all moneys paid to him by the Secretary on behalf of the Exchange and deposit the same in the bank designated by the Directors, in the name of the Swift Current

Builders' Exchange, the same to be drawn only upon drafts or checks signed by the President, attested by the Secretary, and countersigned by the Treasurer.

He shall keep a correct account of the moneys received, deposited and paid out and render a report thereof to the Exchange at its annual meeting.

At the expiration of his term of office, or upon retiring therefrom, he shall deliver to his successor, or some person designated by the Exchange, the books, papers, moneys, and properties in his hands, or under his control, belonging to the Exchange. He shall give such bond as the Exchange may require, the cost of obtaining same to be borne by the Exchange.

### Duties of Board of Directors

Sec. 6. The Board of Directors shall have the management of the Exchange and control of its rooms and property. They shall meet upon the call of the President whenever there is business to be brought before them, and three members shall constitute a quorum.

At the first meeting after the annual meeting of each year they shall elect a Secretary, who either may or may not be a member of the Exchange, and fix his compensation, reporting their action to the Exchange at its next meeting for approval.

## Suspension and Forfeiture of Membership

Sec. 7. Any member guilty of a wilful violation of any agreement made with any other members, or with this Exchange, either at the time of his admission or afterwards, or of a wilful violation of the laws or rules of the Exchange, or of a wilful destruction of the property, or of unbusinesslike ungentlemanly conduct in his dealings with the Exchange or with any member or members thereof, first having been duly tried by a proper committee, as provided by the by-laws or rules, and duly convicted by their report and a vote of the Exchange, shall be fined, suspended or expelled, as provided by the laws of the Exchange; or, in case no penalty shall have been provided, it shall be judged by a two-thirds of the Exchange at a regular meeting.

## Committee on Arbitration

Sec. 8. Whenever requested by members of the Exchange who are parties to a dispute not involving a wilful violation of the rules and regulations of the Exchange, a Committee of Arbitration may be constituted as follows: Each party shall choose from a list of three members named by the opposing party one arbitrator; and the two thus chosen shall agree upon a third. In case they cannot agree then the third party shall be named by the Board of Directors.

Before proceeding with such arbitration the parties shall sign an agreement to abide by the decision of a majority of such arbitrators who shall then without unnecessary delay, proceed to hear and decide such dispute.

In the event of meeting any deputation, making any agreement or settling any difficulties that may arise with any particular trade, a special committee of four be appointed by the Board of Directors, from the Contractors, members of the Exchange who are employers of the tradesman in that branch of the business. The said Committee to hand in their report to the Board of Directors for acceptance or rejection. If report of Special Committee is rejected by the Board of Directors, the matter in question to be settled by open meeting of the Exchange voting by ballot.

## ARTICLE II.

### Membership

Sec. 1. Membership in this Exchange shall be limited to the following classes:

(1) Contractors in any branch of the building trades; (2) Manufacturers of or dealers in any class of building material.

Provided that where the usual place of business of such contractor, manufacturer or dealer is outside of the city limits of Swift Current, he or they shall at all times maintain an office within the city of Swift Cur-

Pete Ashnville

rent, in charge of an agent or representative duly authorized or empowered to transact business with members of the Exchange. Failure to maintain such office and agent shall forfeit membership in the Exchange.

A co-partnership or corporation may become a member of this Exchange as one person, in the manner hereinafter provided for the election and admission of members, and subject to all the laws hereinafter provided.

Such co-partnership may be represented by any member thereof but a corporation shall be represented only by some officer duly authorized to act for it.

Neither a co-partnership nor a corporation shall be entitled to more than one vote on any question.

### Application for Membership

Sec. 2. Application for membership must be made in writing upon forms provided by the Exchange, and must state full name, residence, place of business and trade or vocation of the applicant, and must be duly signed by him.

If the applicant be a co-partnership, the application must be signed by some one of its members in the firm's name.

If the applicant be a corporation, the application must be signed by some one legally authorized to sign the same.

All applications shall contain the names of two or more members of the Exchange in good standing as references.

All applications must be accompanied by the admission fee as provided for by the by-laws.

When elected, the member shall sign a book containing the by-laws, rules and agreements entered into by and between the members, among which shall be an agreement, to conform to and abide by the by-laws, rules and agreements then in force, or that may thereafter be adopted in the manner provided therein, and no person shall become a member of, or be entitled to any of the rights or privileges of this Exchange as a member until his name has been subscribed in said book.

In the case of any change occurring in a co-partnership, membership in the Exchange shall adhere to the member or members continuing the business, and any member who may retire from the partnership shall be on the footing of a new applicant should he desire membership in the Exchange; provided that the initiation fee in such cases shall be no more than that paid at the time of its admission by the co-partnership from which he has retired.

In the event of a change of a firm's name the membership may be transferred from the old to the new name by a vote at a regular meeting of the Exchange.



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## Resignation of Members

Sec. 3. Any member can resign his membership in the Exchange by filing with the Secretary a notice in writing to that effect, and paying in full all just demands that may be made against him, the filing of such notice shall be reported by the Secretary at the next meeting of the Exchange; provided, however, that if there are any charges pending against the withdrawing member, or any matter of dispute existing between him and any other member which is being investigated by the Exchange or a committee thereof, his resignation cannot be accepted until the same shall have been finally disposed of.

Upon the acceptance of the resignation of a member, all his interest in the property of the Exchange shall be vested absolutely in the Exchange.

## Discipline

Sec. 4. Any member of the Exchange who shall have been found guilty of violation of any agreement made with the Exchange or any member thereof, or of the by-laws, rules or regulations adopted by the Exchange from time to time, shall be liable to punishment as hereinbefore provided; and any member who shall refuse to abide by and comply with the verdict of any committee provided for by these by-laws for the

settlement of differences between members shall be subject to such punishment as shall be determined upon by a majority vote of the members present at any regular meeting, except that the sentence shall require a two-thirds vote of all present.

During the suspension of any member he shall be debarred from all rights and privileges of membership, the which shall be restored upon expiration of sentence.

The expulsion of any member shall forfeit all rights and interest in the Exchange and its property and the same shall thereafter be vested absolutely in the Exchange.

It is expressly provided, however, that except for an offence committed upon the floor of the exchange, no member shall be disciplined until after due notice to him of the offence charged, and full opportunity has been granted him for presenting his defence before a committee duly appointed for that purpose.

In case of suspension or expulsion of a member, notice thereof shall be served upon such member by the Secretary, either personally or by mail directed to his last known address; also a notice of such suspension or expulsion shall at once be sent to each member of the Exchange.

An expelled member can be restored to membership only by application and ballot as for a new mem-

ber; but such application shall not be received until all dues and fines payable at the time of such expulsion, shall have been paid in full. (For provisions concerning non-payment of dues, see Article IV).

## ARTICLE III.

### Meetings and Quorums

Sec. 1. The annual meeting of the Exchange shall be held on the first Monday in May of each year, at 8 p. m. for the reception of the annual report of the officers and directors and for the transaction of any other business.

Sec. 2. Regular meetings of the Exchange shall be held on the first Friday of each month at 8 p.m.

Sec. 3. Special meetings of the Exchange shall be called by the President as provided for in Art. I., Sec. 2 of these by-laws and notice thereof shall be posted in the Exchange and also mailed to each member by the Secretary, at least three days before the date fixed for such meeting.

The notice of special meeting shall always state the object for which it is called, and no other business shall be taken up except that specified in the call thereof.

Seven (7) members shall constitute a quorum for the transaction of business or the election of officers.

## ARTICLE IV.

### Fees, Dues, Fines, Etc.

Sec. 1. The fee for admission to this Exchange shall be ten dollars (\$10.00).

Sec. 2. The dues of this Exchange shall be \$2.50 per month payable in advance on the first day of each month commencing March 1st. 1912 (Any firm, corporation or co-partnership besides the monthly fee of \$2.50 shall pay the sum of fifty cents per month each for every additional member of the firm). After which date there shall be allowed to each member present at the first regular meeting of each month the sum of fifty cents for such attendance. Newly elected members shall not pay dues for the current month of their election.

In case the dues of a member are not paid prior to the expiration of sixty days from the date on which they are payable, such members shall be deemed delinquent, and shall be notified by the secretary to that effect. If after such notice he shall neglect or refuse to pay within thirty days from the date thereof, such failure to pay constitutes suspension from all the rights and privileges of membership, and shall debar such member from all participation in the meetings of the Exchange; provided however, that such a suspended member may be reinstated by payment in full within six months from the date

when such delinquent dues were first payable, such payment to include the dues accruing during such suspension. Otherwise such member can be received only upon application as a new member.

All fines imposed under the operation of these by-laws shall be paid within thirty days, or the member or members so fined shall stand suspended until each fine has been paid in full.

Sec. 3. No indebtedness shall be incurred or money expended in excess of fifty dollars (\$50.00) except for current expenses, unless the same has been duly authorized at a regular special meeting of the Exchange by a vote of two thirds of all the members present in good standing.

Notice of meetings at which money is to be voted, as provided for above, shall state clearly and fully the object for which money is to be expended and shall be mailed to each member three days prior to the date of the meeting. When authority is given for expenditure of money, as provided for in this section, the amount shall be limited to a stated sum.

All moneys so voted shall be disbursed under the direction, and with the approval of a special committee consisting of five members of the Exchange, appointed by the President, none of whom shall be financially interested in the said expenditure.

All accounts for current operating and other expenses not provided for in the foregoing part of this section shall be approved at a regular or special meeting of the Exchange before the same are paid.

## ARTICLE V.

### Amendments

Sec. 1. Additions, alterations, or amendments to the constitution or by-laws of this Exchange may be made by two-thirds vote of the members present at a regular meeting or a special meeting called for that purpose; provided there shall be posted in the Exchange during at least two weeks next prior to the meeting at which such action is proposed to be had, a notice to the effect that at such meeting it is proposed to alter, or amend that certain Section of the constitution, or by-laws, which shall be mentioned by number in said notice; and should there be proposed an addition to the constitution or by-laws, then such notice shall be similarly posted, except that it shall state the general purpose or intent of such proposed addition.

Sec. 2 Parliamentary law of Assemblies shall govern the transactions of this Exchange.



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# RULES AND REGULATIONS

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## Relationship with Architects

1. Exchange shall furnish local architects with an alphabetical list of its members, giving business address or box numbers.

2. Architects are requested to furnish Exchange with a copy of all plans and specifications for members' use only.

## Members

1. Believing that the benefits coming to the Exchange through the labor of its members should not be shared by outside parties, all members are expected to confine their business to members of the Exchange as far as practicable.

2. A copy of these rules shall be sent to each member of the Exchange with a directory of members and architects.

3. Papers and lectures on subjects of interest to the Exchange are invited from members and others.

## Uniform Contract

1. Members of the Exchange are specially requested to sign no contract but the uniform contract adopted by the Exchange.

## Unfinished Work

1. No member of the Exchange shall figure on any contract where another member has work on the same line unfinished, without the consent of the said member.

## Principal Contractors

1. A principal contractor, not wishing to entertain a sub-bid which has been tendered to him must refuse it unopened when tendered to him (as all letters or communications containing bids are to be marked "Proposals, etc." on the outside when tendered to the principal contractors—see Sub-Contractors, Sec. 3). If sent by mail he must return it unopened. Opening a marked tender, knowing it to be such, constitutes a "reception."

2. The principal contractor shall award his work to the lowest bidder whose tender he has received, unless this party is objected to by the owner or architect, in which case the preferred sub-contractor must be paid the full amount of his bid.

3. A principal contractor, failing to award a sub-contract to the lowest sub-bidder whose tender he has received, shall be liable to pay damages to the lowest sub-bidder in amount not less than ten per cent. of the amount of the bid. Failure to pay such damages will render the principal contractor liable to Article 1, Section 7

of by-laws. Payment of such damages will not relieve the principal contractor from liability to discipline under Article 2, Section 4 of the by-laws.

4. Principal contractors shall award to their sub-contractors immediately after their contract is signed.

5. Any principal contractor, either estimating for Fire Insurance Co. or the owner, who shall call in any sub-contractor to aid him in making said estimate of fire loss, shall pay sub-contractor a reasonable amount for his time, unless the said sub-contractor shall be awarded the work.

6. Principal contractors shall furnish sub-contractors with copies of architect's plans and details, and no verbal changes of plans and specifications shall be considered in estimating work.

7. Principal contractors shall pay their sub-contractor on account as the work progresses, according to agreement, final payment to be made when the sub-contractor's work is completed.

8. If an architect desires a general contractor to include separate bids or materials received by the architect, an allowance of ten per cent. shall be made to the general contractor assuming the responsibility of such bids.

## Sub-Contractors

1. A sub-bidder shall not amend his bid after same has once been given to the principal contractor. If he has made a mistake before the principal contractor submits his bid, he is privileged to withdraw it, but he must keep out of that particular job altogether.

2. Should a sub-contractor refuse to contract at the amount of the bid he has given to a principal contractor who has used the said bid in good faith, he shall be liable to the said principal contractor for damages in amount not less than the difference between the amount of the bid which was submitted by him and the amount at which the principal contractor may be obliged to contract the work. Failure to pay such damages will render the sub-contractor liable to Article 1, Sec. 7 of by-laws. Payment of such damages will not relieve the sub-contractor from liability to discipline under Article 2, Sec. 4 of by-laws.

3. Sub-contractors will be bound and holden by their bids to the principal contractors, and if the principal contractors demand a bond, it is their duty to give one of a satisfactory nature.

4. Sub-contractors who are requested to submit a bid to a principal contractor who has figured the work himself, shall not be permitted to alter or amend their formal bids as given to other contractors.

## Order of Business

1. Calling the roll of officers and members and recording the names of those present.
2. Reading and confirming the minutes of the last meeting.
3. Reading and receiving communications.
4. Report of standing committee.
5. Report of special committees.
6. Deferred or unfinished business.
7. Application for membership.
8. Election of new members.
9. New business.
10. Has any member anything to offer for the benefit of the Exchange.
11. Adjournment.

## Rules of Order

1. A motion, to be subject to debate, must be seconded and stated from the chair, and must be submitted in writing if requested by two members.
2. Before putting the question the President shall ask: "Are you ready for the question?" If no member

rise to speak, he shall then put the question, and after having done so, no member shall be allowed to speak upon it except by the consent of the meeting.

3. A motion to amend an amendment shall be in order, but to amend an amendment shall not be entertained.

4. Any member, having made a motion, may withdraw it by consent of his seconder, before it is stated from the chair, but not afterwards without the consent of the meeting.

5. A member being called to order must take his seat until the point is determined.

6. A member shall only be allowed to speak once on a question, until all members wishing have done so, nor more than twice without permission of the meeting, except on a point of order.

7. When two or more members arise to speak at the same time, the presiding officer shall decide who has the right to speak first.

8. When a question is before the meeting the only motions in order shall be: First, to adjourn; second, to



lay on the table; third, for the previous question; fourth, to postpone; fifth, to refer; sixth, to amend; and these several motions to have precedence in the order named.

9. A question being postponed indefinitely cannot be acted on during that meeting but any member voting with the majority may move for a reconsideration at any time.



# For Alteration in Rules

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